

RETURNING FROM DEPLOYMENT



The Personnel Claims Act (PCA) permits the Army to pay soldiers for loss or damage to their property if the loss or damage is incident to their service. Before the Army can pay a claim, there must be some substantiation of the soldier's claim that property was lost or damaged, that it was lost incident to service, and that the items had the value claimed. In addition, the claims approval authority must determine that possession of the property was reasonable and useful under the circumstances and that **no** part of the loss was caused by any negligent or wrongful act of the claimant.

Personal property claims

Upon delivery of your household goods from storage, the movers will provide you with 3 copies of the 1840/1840R on date of delivery. You **must** note any obvious loss or damage on DD Form 1840 before the movers leave. If you discover any loss or damage after the movers leave, note the damage on the reverse side of DD Form 1840 (labeled 1840R, which is typically the pink sheet) and take it to the JAG claims office within 70 calendar days of the delivery date along with your inventory. The 70 calendar day requirement is to give the carrier notice. The claims office can give you the required claims forms at that time.

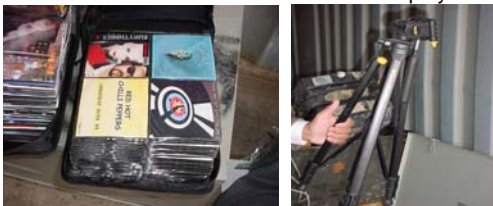
After you provide notice, you must file your claim at the claims office within two years of the date of delivery. If you do not, the claim is not payable.

Property lost in transit

Property lost or damaged while on deployment and during transportation back from deployment may also be payable under appropriate circumstances. How much compensation a soldier will receive for lost or damaged personal property lost in transit will depend on a number of factors. Some of these factors include:

1.) Negligence: Under the circumstances, did the soldier use the degree of care expected of other soldiers with regard to their personal property. If negligence is determined to be the cause of the damaged property, then the claim may be denied. The best advice, in order to protect yourself, is to prepare your own inventory and have someone in your chain of command review and sign it prior to departure.

2.) Quantities not Reasonable or Useful: A soldier might not receive the compensation he desires because the amount of personal property that he claims is unreasonable under the circumstances. As this is a deployment, there is a limit to what personal property a soldier can bring that will be considered reasonable or useful. The biggest question generally tends to concern electronic equipment. Problems and questions have arisen about the reasonableness of having laptop computers and DVD players on deployments to Iraq and Afghanistan. We have also received inquiries about the number of CDs and DVDs that is reasonable to possess. We know that soldiers in Iraq have access to the internet and can order items from retail companies' web sites. AAFES is also active in several areas to which soldiers deploy.



USARCS strongly recommends that soldiers be warned very clearly that they will not be compensated by the Army claims program for all losses. Because of the length of deployment, the ease of obtaining such items, the ability to mail them back at the end of the deployment, it is not unreasonable

to expect soldiers to build up a sizeable inventory of such items during their deployment. Soldiers will be asked for substantiation for items above the reasonable or useful amount, by use of receipts, pictures, or sworn statements from a credible source. Soldiers should be warned when taking electronics that they assume the risk of damage that result from the severe conditions, such as sand and heat in many of these countries.

3.) Money: Soldiers will not be compensated for any money that they ship to or from Iraq. Soldiers should be advised not to store any cash in their A or B bags.

POV storage during deployment

Before we can pay for damage that allegedly occurred during storage in a government owned/government operated storage facility, there must be some evidence that this damage did not exist before storage. The DD Form 788 can be used for this purpose to note damage to the vehicle prior to turn-in. When vehicles are picked up from a government operated storage lot, there should be a formal, joint inspection of the vehicles exterior, interior and operating systems. All new damage **must** be noted at the time of pickup from the storage lot, failure to do so could result in denial of your claim.

1.) Storage approved by the BSB: POV's are covered up to \$20,000.00

2.) Vehicles left parked properly on post or in front of assigned quarters: Not covered, except for theft and vandalism claims, which have a maximum limit of \$3,000.00. In case of a claim, the soldiers must file with their insurance company.

3.) Vehicles parked at installation non-op yards: Not covered.

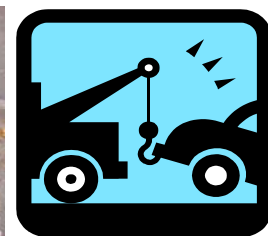
4.) Vehicles stored at self-procured storage facility: Not covered.

Be aware that the \$20,000 limit does not automatically cover all types of loss or damage. For example, there is a maximum of \$2,000.00 on paint jobs, \$750.00 on stereo's and accessories.

The Government will not cover loss of property left in a stored vehicle, except for those items that may normally be left in a POV being shipped or stored at Government expense, e.g., emergency tools and first aid kit.

All claims must be filed within two years from the date of the incident, but it is to your advantage to visit the claims office as soon as possible so that they can also inspect the vehicle. In the case of deployment storage, the date of the incident is the date the vehicle was picked up from storage.

Any BSB approved storage facility must inspect the vehicle and document its condition at the time of storage. Upon pick-up from storage, the soldier is responsible for performing a thorough inspection and documenting on the back of the DD Form 788 any loss or damage before you sign to release your vehicle. Failure to note damage at time of pick-up may reduce the amount of the award you would have received from the claims office.



Nonrefundable tickets and tours

1.) The Personnel Claims Act covers the loss of or damage to tangible personal property incident to service. Tickets are not considered tangible property. The inability to use a ticket does not constitute loss of tangible personal property within the meaning of the Personnel Claims Act.

2.) The cancellation of leave or a trip/tour for mission or force protection reasons is not payable claims.